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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
EUGENE DIVISION

PEACEHEALTH, a Washington non-profit
corporation,

Case No.: 6:19-cv-01648-MC

Plaintiff,

**STIPULATED JUDGMENT OF
PERMANENT INJUNCTION AND
ORDER**

v.

HEALTH NET HEALTH PLAN OF OREGON,
INC., an Oregon corporation; and TRILLIUM
COMMUNITY HEALTH PLAN, INC., an
Oregon corporation,

Defendants.

STIPULATED PERMANENT INJUNCTION

On October 14, 2019, Plaintiff PeaceHealth ("PeaceHealth") filed this action against Defendants Health Net Health Plan of Oregon, Inc. ("Health Net") and Trillium Community Health Plan, Inc. ("Trillium"), asserting claims under the Lanham Act (15 U.S.C. § 1125) and for

Page 1 - STIPULATED JUDGMENT OF PERMANENT INJUNCTION AND ORDER

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injunctive relief. Health Net and Trillium are together referred to herein as the “Defendants.”

On October 14, 2019, PeaceHealth filed a Motion for Temporary Restraining Order and Preliminary Injunction against Defendants. The Court heard oral argument on PeaceHealth’s Motion for Temporary Restraining Order on October 18, 2019, and on October 21, 2019, the Court entered a Temporary Restraining Order/Preliminary Injunction. The Parties subsequently entered into a settlement agreement which includes the entry of this permanent injunction.

PeaceHealth and Defendants (collectively, the “Parties”) now wish to stipulate and agree to the issuance of a permanent injunction as set forth herein, and hereby request that the Court enter an Order, as follows:

The Parties hereby stipulate and agree as follows:

1. Scope of Application. This Stipulated Permanent Injunction applies to Defendants Health Net and Trillium, together with each of their respective agents, representatives, employees, officers and assigns, and any persons or entities in active concert or participation with any of them (collectively, the “Covered Parties”).

2. Duration. This Stipulated Permanent Injunction shall remain in effect until April 1, 2020.

3. Restricted Activities – Health Net.

(a) Health Net shall refrain from representing in any way in any forum, that PeaceHealth is “in network” under Health Net’s 2020 Medicare Advantage Plans.

(b) Health Net must put the notice described below on the websites provided below:

(i) Health Net URLs on which the notice must be posted:

- <https://shop.healthnetadvantage.com/medicareadv/#/plans>

- https://member.membersecurelogin.com/sso/login?service=https%3A%2F%2Fmember.membersecurelogin.com%2Fmedicare%2Fj_spring_cas_security_check
- https://www.healthnet.com/portal/member/providerSearch.action#ProviderTypePlace:97411:Coos%20County:OR:97411%7C10%7C43.0947438%7C-124.36396630000002%7C%7C%7C%7C%7C%7C%7C%7Cfalse%7Cfalse%7Cfalse%7C%7Cchaplin:A11%20Providers%7C%7C%7C%7C%7C%7CGRID%7Cscore%20asc%7C0%7C12%7CBY_ADRESS%7CCoos%20County%7COR%7C97411%7CBandon%7Cfalse%7C%7Cfalse%7CA11%7CNEXT%7Cfalse%7Cfalse%7C
- https://broker.brokersecureportal.com/sso/login?service=https%3A%2F%2Fbroker.brokersecureportal.com%2Fbrokerconnect%2Fj_spring_cas_security_check
- Any additional URLs to which the Parties have previously agreed in writing

(ii) Text to be posted on Health Net URLs:

IMPORTANT NOTICE – PEACEHEALTH NOT IN-NETWORK AS OF 1/1/2020

HEALTH NET HEALTH PLAN OF OREGON, INC. WILL NOT HAVE A CONTRACT WITH PEACEHEALTH BEGINNING JANUARY 1, 2020. AS A RESULT, PEACEHEALTH IS NON-CONTRACTED AND WILL NOT BE IN-NETWORK WITH ANY HEALTH NET HEALTH PLAN OF OREGON MEDICARE ADVANTAGE PLANS. NON-CONTRACTED PROVIDERS MAY NOT ACCEPT HEALTH NET INSURANCE.

(iii) Font, Point Size, Color and Location on URL where notice must appear:

On each URL, all text must be in banner format, CAPITALIZED and in 18-point Arial font. The banner must include a red background with the text of the message in white lettering. The headline must be in bold font. The notice must be inserted between one and two inches below the top of the screen. To illustrate, the text will go where the words “Sample Company Post Employee Homepage Notice” appear in the example below:

The screenshot shows a web application interface. At the top is a navigation bar with links: HOME, SCHEDULES, EMPLOYEES, TRADES, TIME OFF, MESSAGING, REPORTS, ON NOW, SETTINGS, HELP, SIGNOUT. Below this is a header section titled "Sample Company Post Employee Homepage Notice". Under the header is a sub-navigation bar with tabs: Messaging, Urgent Alert, Home Notice (highlighted with a red box), Send Sign Ins, and Bulletin Board. The main content area is titled "Add/Edit Employee Homepage Notice" and contains a text area with the text: "Don't forget to sign up for the free trip to Disneyland in July! Bring the whole family." Below the text area is a "Text Color" dropdown menu set to "black". At the bottom of the form is a "Save" button, which is also highlighted with a red box. Below the form is an "Information" section with a tip: "Tip: You can use html in this notice with a few modifications - Ex. use single quotes instead of double in code."

4. Restricted Activities – Trillium.

(a) Trillium shall refrain from representing in any way in any forum that PeaceHealth is “in network” under Trillium’s 2020 Medicare Advantage Plans.

(b) Trillium must put the notice described below on the websites provided below:

(i) Trillium URLs on which the notice must be posted (in Lane County only):

- <https://providersearch.trilliumhealthplan.com/search-results>

- <https://providersearch.trilliumhealthplan.com/search-details>
- <https://shop.trilliumadvantage.com/medicareadv/#/plans>
- https://member.membersecurelogin.com/sso/login?service=https%3A%2F%2Fmember.membersecurelogin.com%2Fmedicare%2Fj_spring_cas_security_check
- https://broker.brokersecureportal.com/sso/login?service=https%3A%2F%2Fbroker.brokersecureportal.com%2Fbrokerconnect%2Fj_spring_cas_security_check
- Any additional URLs to which the Parties have previously agreed in writing

(ii) Text to be posted on Trillium URLs:

**IMPORTANT NOTICE FOR MEDICARE ADVANTAGE
– PEACEHEALTH NOT IN-NETWORK AS OF 1/1/2020**

TRILLIUM COMMUNITY HEALTH PLAN WILL NOT HAVE A CONTRACT WITH PEACEHEALTH FOR MEDICARE ADVANTAGE PLANS, INCLUDING DUAL SPECIAL NEEDS PROGRAMS (DSNP), BEGINNING JANUARY 1, 2020. AS A RESULT, PEACEHEALTH IS NON-CONTRACTED AND WILL NOT BE IN-NETWORK WITH ANY TRILLIUM MEDICARE ADVANTAGE PLANS, INCLUDING DSNPs. NON-CONTRACTED PROVIDERS MAY NOT ACCEPT TRILLIUM.

(iii) Font, Point Size, Color and Location on URL where notice must appear:

On each URL, all text must be in banner format, CAPITALIZED and in 18-point Arial font. The banner must include a red background with the text of the message in white lettering. The headline must be in bold font. The notice must be inserted between one and two inches below the top of the screen. To illustrate, the text will go where the words “Sample Company Post Employee

Homepage Notice” appear in the example below:

5. **Warranties and Representations Regarding Compliance.** The Parties agree that on or before April 15, 2020, Health Net and Trillium shall provide a written representation to the Court and Plaintiff that the Covered Parties and each of them have strictly complied at all times since the date of entry of this Order with each of the terms of this Stipulated Permanent Injunction.

6. **Further Relief.** If PeaceHealth believes that there has been a breach of the terms of this Stipulated Permanent Injunction, then PeaceHealth may seek relief from this Court (or any other Court of appropriate jurisdiction), including by way of a motion for contempt. Defendants hereby acknowledge and agree that if there is a breach of this Stipulated Permanent Injunction for any reason, then (a) PeaceHealth will be threatened with irreparable harm justifying immediate injunctive relief, and (b) PeaceHealth may request that a Court of appropriate jurisdiction, including this Court, order any appropriate remedy, including without limitation, injunctive or any other affirmative relief of any type or kind. PeaceHealth shall be

entitled to its attorney fees and costs incurred to enforce the terms of this Stipulated Permanent Injunction.

SO STIPULATED.

DATED this 26th day of February, 2020.

DATED this 26th day of February, 2020.

KELL, ALTERMAN & RUNSTEIN, L.L.P.

ANGELI LAW GROUP LLC

s/ Thomas R. Rask, III

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Attorneys for Defendants *Health Net Health Plan of Oregon, Inc.* and *Trillium Community Health Plan, Inc.*

* * * * *

IT IS SO ORDERED:

This 27th day of February, 2020.

s/Michael J. McShane

Hon. Michael J. McShane
United States District Court Judge

Presented by:

KELL, ALTERMAN & RUNSTEIN, L.L.P.

s/ Thomas R. Rask, III

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